

**ORDER 2021-87
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK
21-HP-02**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 25th DAY OF MAY, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	21-HP-02
d/b/a HARRAH'S HOOSIER PARK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Hoosier Park, LLC (“Hoosier Park”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. 68 IAC 1-5-1(10) provides a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware apparent criminal activity taking place at the casino. A casino licensee shall submit the notice required under this subdivision to a gaming agent in addition to submitting it to the executive director.
2. On February 24, 2021, the Director of Surveillance reported an incident where a Surveillance Operator was terminated for using his cell phone to view another Surveillance Operator in an adjacent bathroom stall. The incident had occurred the previous day and was not immediately reported to Gaming Agents. Four (4) licensees were aware of this incident within an hour of it taking place but failed to notify the Commission Gaming Agents. These licensees handled this as employee relations situation rather than a criminal matter. The crime of voyeurism was not reported for almost eighteen (18) hours.
3. On March 19, 2021, Gaming Agents were conducting a failure to notify by the Security Department. A patron had been evicted on January 21, 2021 and had subsequently trespassed several times since then. On March 15, 2021, Gaming Agents requested they be contacted if the patron made further attempts to enter the casino due to his past criminal history, an active felony warrant, and repeatedly using another person's identification to facilitate access to the casino.
4. On March 17, 2021, the patron entered the casino and was identified. A Security Shift Manager and a Security Shift Supervisor escorted the patron from the property but failed to notify Gaming Agents.

5. On March 25, 2021, Gaming Agents responded to a patron threatening to stab another person on the casino floor. During the investigation, it was determined that a Table Game Supervisor had failed to report the threats to the Gaming Agents or the Security Department for more than an hour despite having recently been issued a read and sign by the casino regarding the obligation of licensees to report criminal activity immediately. The suspect had priors pertaining to violence which gave credence to his threats. The victim was allowed to go home before Gaming Agents were notified, undermining their ability to investigate.

COUNT II

6. 68 IAC 1-16-2 provides (a) casino licensees shall conspicuously display a toll-free telephone number that provides the public with information about compulsive gambling addictions on a poster or placard that is on display in a public area of the casino.
(b) The toll free telephone number to be displayed shall be specified by the division of mental health and addiction.
7. On January 15, 2021, the Regulatory Compliance Manager at Harrah's Hoosier Park notified the Commission that an error on a marketing email sent to patrons had an error on the responsible gaming telephone number.
8. On January 13, 2021, Harrah's Hoosier Park identified that the full telephone number next to the vanity number 1-800-9-WITH-IT was incorrect on marketing emails that were sent out. The correct telephone number is 1-800-994-8448; however, the emails provided 1-800-944-8448.
9. On January 26, 2021, a Gaming Agent met with the VP of Marketing who advised she was proofreading an email that was prepared for distribution when she noticed the number was incorrect. The VP of Marketing also advised that the template went into place in February 2019 when the old Total Rewards system was integrated to the new Caesars Rewards Program. She was unable to determine the exact number of emails that had been sent containing the typo but that it would be many thousands of emails in the time frame of nearly two (2) years. The VP of Marketing provided a sample of the Winter Wonderland Kiosk Game with the error which had a scheduled distribution to 56,500 patrons. This was only one of the 8 to 10 emails that would be sent to patrons during a single month.

COUNT III

10. IC 4-35-7-2 provides except as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted.
11. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.

12. On January 17, 2021, Surveillance notified Gaming Agents that an underage person was allowed onto the casino floor. When the underage person's identification was scanned at the casino entrance, Veridocs alerted Surveillance that it was an underage identification. Security had allowed the underage person entry into the casino despite the alert showing that the person was underage.

COUNT IV

13. 68 IAC 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device, the casino licensee must perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
14. On February 1, 2021, an EGD Shift Manager notified Gaming Agents that an electronic gaming device ("EGD") was placed into service without a coin test. The EGD was played by patrons on two (2) occasions.

COUNT V

15. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
16. Harrah's Hoosier Park's approved internal control procedures, U-19, describe the jackpot payout procedures for table games.
17. On January 19, 2021, the Director of Table Games notified Gaming Agents that a \$5,000 non-progressive jackpot at a Three Card Poker table was not processed correctly. Taxes were not withheld and a W-2G was not completed. The patron was paid in chips. The patron cashed out and left the casino before the error was discovered. The W-2G was later filed.

COUNT VI

18. 68 IAC 10-4-3 provides (a) dice used in craps games shall comply with 68 IAC 14-3. The riverboat licensee shall offer the shooter at least five (5) dice from which the shooter shall select two (2) dice to roll.
(b) The stickperson shall select the shooter by offering the selection of dice to the patron immediately to the left of the boxperson. If that patron rejects the dice, the stickperson shall offer the dice to each patron in turn, located clockwise to the left of the boxperson until one (1) of the players selects the dice. The shooter shall select two (2) of the die offered to roll. The remaining dice are returned to the dice bowl which shall be located in close proximity to the stickperson.

(c) To serve as a shooter, a patron must have placed a pass or don't pass bet on the craps table.

(d) The patron shall continue to serve as the shooter unless one (1) of the following occurs:

(1) The shooter throws a seven (7) after the come-out point has been established.

(2) The stickperson or boxperson has determined that the patron does one (1) of the following:

(A) Continually rolls the dice in an invalid manner in accordance with section 4 of this rule.

(B) The patron unreasonably delays the play of the game.

(C) The patron violates the Act or this title.

The patron may voluntarily relinquish control of the dice.

(e) When a new shooter is to be selected, selection shall proceed in accordance with subsection (b).

19. On March 21, 2021, a Gaming Agent was conducting an interview into a criminal matter when a patron advised that he became upset because he was not allowed to shoot dice at a craps table. The patron advised he was not allowed to shoot the dice because he did not make any wagers with the previous shooter to his right.

The Gaming Agent spoke to an Assistant Table Games Shift Manager who advised that it was casino policy that the patron make a wager with the previous shooter in order to become the next shooter. A Casino Manager later confirmed that it was an unwritten rule.

COUNT VII

20. 68 IAC 6-3-4(b)(2) provides casinos shall establish internal control procedures that provide a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino.
21. Harrah's Hoosier Park's approved internal control procedures, M-1, describes the procedures of the VEP.
22. On December 9, 2020, Surveillance notified Gaming Agents that a voluntary exclusion program ("VEP") participant was observed in the casino and wanted to know if the Gaming Agents needed slot play activity for the VEP. The Gaming Agent was unfamiliar with the incident and requested additional information.

A review to this matter determined that Security was notified of a VEP's presence in the casino. Security notified Surveillance but did not notify Gaming Agents. The Security Officer advised that the VEP left property before her identity was confirmed but he did not do any follow-up or complete a report.

23. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
24. On February 3, 2021, the Commission sent an email to Harrah's Hoosier Park requesting that partial funds being held in safekeeping be returned to VEPs. Part of the funds were being returned while the remaining funds were to be held in safekeeping until invoiced by the Commission. The Regulatory Compliance Manager forwarded this email to the Cage Operations Manager with instructions to return the identified funds along with the letter to each patron via mail.
25. On February 24, 2021, the Commission sent an invoice to Harrah's Hoosier Park requesting certain funds that had been confiscated from VEPs that were being held in safekeeping be remitted to the Commission. The Regulatory Compliance Manager sent the invoice to Finance for payment. It was discovered that Harrah's Hoosier Park was no longer holding the amount on the invoices in safekeeping. Instead of returning the partial amounts listed on the letter, Harrah's Hoosier Park disregarded the Commission's directive and returned the full amounts to the VEPs.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Hoosier Park by and through its agents as described herein constitute a breach of IC 4-35, IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or Hoosier Park's approved internal control procedures. The Commission and Hoosier Park hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hoosier Park.

Hoosier Park shall pay to the Commission a total of \$13,000 (\$3,000 for Count I, \$2,500 for Count II, \$1,500 for Count III, \$1,500 for Count IV, \$1,500 for Count V, \$1,500 for Count VI and \$1,500) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in each Count above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hoosier Park agrees to promptly remit payment in the amount of \$13,000 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement

may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Hoosier Park.

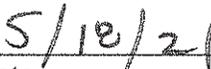
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Trent McIntosh, General Manager
Hoosier Park, LLC

Date



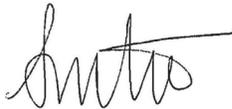
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Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Trent McIntosh, General Manager
Hoosier Park, LLC

5/24/21

Date

Date